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Utah Supreme Court

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Merlin Lybbert; George Hunt; Attorneys for Defendant-Respondent.

A. M. Ferro; Michael T. McCoy; Attorneys for Plaintiff-Appellant.

Recommended Citation

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UTAH SUPREME COURT

BRIEF

14468 A

OF THE STATE OF UTAH

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JUN 1977

BRIGHAM YOUNG UNIVERSITY
J. Reuben Clark Law School

LEE BROWN,

Plaintiff-Appellant,

vs.

BOARD OF EDUCATION OF THE
MORGAN COUNTY SCHOOL DISTRICT,

Defendant-Respondent.

Case No. 14468

BRIEF OF PLAINTIFF-APPELLANT

Appeal from a Jury Verdict and Order of the
District Court of Morgan County, Utah
The Honorable Ronald Hyde, Judge

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Salt Lake City, Utah 84111
Attorneys for Plaintiff-Appellant

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700 Continental Bank Building
Salt Lake City, Utah 84101
Attorneys for Defendant-Respondent

FILED

MAR 25 1976

IN THE SUPREME COURT OF THE STATE OF UTAH

LEE BROWN,

Plaintiff-Appellant,

vs.

BOARD OF EDUCATION OF THE
MORGAN COUNTY SCHOOL DISTRICT,

Defendant-Respondent.

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IN THE SUPREME COURT OF THE STATE OF UTAH

LEE BROWN,

Plaintiff-Appellant,

VS.

BOARD OF EDUCATION OF THE
MORGAN COUNTY SCHOOL DISTRICT,

Defendant-Respondent.

Case No. 14468

BRIEF OF PLAINTIFF-APPELLANT

NATURE OF THE CASE

This is an appeal from a jury verdict and judgment of the Court in favor of the Defendant.

DISPOSITION IN LOWER COURT

This action was tried to a jury on October 23 and 24, 1975. At the conclusion of the evidence, the Court instructed the jury and submitted the case to them on Special Interrogatories.

In answer to the first Interrogatory, the jury found that Appellant's contract of employment with Respondent to be not divisible. In answer to the second, third and fourth Interrogatories, the jury found that Plaintiff had resigned his position as a coach, but not his position as a teacher. In answer to the fifth Interrogatory the jury found Plaintiff's damage to be \$10,371.39. Thereafter, Plaintiff moved the Court for judgment notwithstanding the verdict on the grounds that the issue of the divisibility of Plaintiff's contract of employment with Respondent was not divisible as a matter of law. The Court entered judgment in favor of Respondent and against Appellant.

RELIEF SOUGHT ON APPEAL

The Appellant seeks to have the Court reverse the judgment and order of the lower Court finding that Appellant's contract of employment with Respondent was divisible as a matter of law, that Respondent breached its contract of employment with Appellant, that it did not comply with the requirements of the Utah Orderly School Termination Procedures Act, Utah Code Annotated, Sections 53-51-1 et seq. (Supp. 1975), and that therefore, Appellant is entitled to reinstatement as a school teacher and damages in the sum of \$10,371.39.

FACTS

Appellant was employed by Respondent as a school teacher for the school years 1972-73 and 1973-74 pursuant to written contracts. Additionally, Appellant was assigned to coach football and wrestling for which he received additional compensation. Appellant's Exhibit 1 was executed June 18, 1973 for the school year 1973-74 and is his most recent contract of employment with Respondent.

Appellant considers two sentences of the contract relevant to this case. One sentence provides: "Your salary according to the basic schedule will be \$7,814." The other sentence provides: "Amounts for extra services will be added when definite assignments have been made." It is Appellant's contention, as will be more fully developed below, that Appellant's contract of employment was severable.

The Respondent is a duly organized and existing School District and political subdivision of the State of Utah.

On January 8, 1974, while still employed by Respondent, Appellant addressed a letter to Mr. Jerry Peterson, the Principal at Morgan High School where Appellant taught and to Mr. Raymond P. Larson, Superintendent of the Respondent School District, in which

he stated he was resigning from the "coaching staff at Morgan High School" and further stated that "I am not resigning as a teacher." The full text of that letter is attached hereto as Exhibit 2.

On or about January 17, 1974, Superintendent Larson wrote to Appellant stating he had presented Appellant's letter to the Board of Education of the Morgan County School District at a meeting held January 14, 1974, and that the Board had decided to accept his resignation as a coach. The letter then stated: "The Board wishes me to instruct you that your services as a teacher will also be terminated at the close of the 1973-74 school year." A copy of that letter is attached hereto as Exhibit 3.

On February 1, 1974, a conference was held between Superintendent Larson, Miss Dorothy Zimmerman and Appellant at which Appellant stated that he had not resigned his employment with the Respondent School District but that he had resigned only his position as a coach. T. 29.

On March 22, 1974, Superintendent Larson received a second letter from Mr. A. M. Ferro, Appellant's attorney, requesting a termination hearing. A copy of that letter is attached hereto as Exhibit 4.

On April 5, 1974, Mr. Felshaw King, counsel for the Respondent School District, replied to Mr. Ferro's letter indicating that the Respondent School District was under the impression that Appellant had resigned his teaching position and therefore a hearing would not be in order. A copy of that letter is attached hereto as Exhibit 5.

Respondent has a Written Agreement, which is by reference incorporated into every teacher's contract of employment and was so incorporated into Appellant's contract of employment.

The Written Agreement was admitted in evidence as Appellant's Exhibit 5. Sections 14-1-1 and 14-1-2 of the Written Agreement are material to this case for the reason that Respondent did not comply with those provisions. T. 148

Section 14-1-1 provides:

Before any teacher may be dismissed for any cause, he shall be given a written notice 15 days prior to the effective date of dismissal signed by the Superintendent or his representative, stating the causes for dismissal. Such written notice may be delivered in person or sent by registered mail addressed to the teacher at his last known post office address. A copy of the "Personnel Procedures for Certificated Employees" shall be included with the notice.

Section 14-1-2 provides:

After receipt of such notice the teacher shall at his option be entitled to hearings before (1) the Superintendent of Schools, (2) the appropriate committee of the Board of Education, and (3) the Board of Education. The teacher may call the Association, school staff, and such other witnesses as he may deem necessary. Said hearing shall commence within 30 days after receipt of such notice.

It is agreed by the parties that Respondent did not follow the requirements of its own Written Agreement. Appellant contends that Respondent's failure to follow the Written Agreement is a breach of the Utah Orderly School Termination Procedures Act, Utah Code Annotated, Section 53-51-1 et seq. (Supp. 1975).

On October 22 and 23, 1974, the facts surrounding Appellant's employment with Respondent were heard by a jury. Pursuant to Special Interrogatories submitted to them, the jury responded to Interrogatory number one finding that Appellant's contract of employment with Respondent was not divisible. In response to Special Interrogatories numbers two, three and four, the jury found that Appellant's letter dated January 8, 1974, constituted a resignation only of his duties as a coach, and not as a teacher. In response to Special Interrogatory number five, the jury found that the Appellant had been damaged in the sum of \$10,371.39. Following the jury verdict, Appellant made a motion for Judgment Notwithstanding the Jury Verdict on the grounds that Plaintiff's contract of employment was divisible as a matter of law.

On January 15, 1975, the Court entered a Judgment in favor of the Respondent and against the Appellant on the grounds that the jury had found Plaintiff's contract of employment to be not divisible and on the further grounds that the contract, as a matter of law, was not divisible. Accordingly, the Court reasoned that the Utah Orderly School Termination Procedures Act, supra, did not apply in this case.

ARGUMENT

POINT I THE COURT ERRORED IN SUBMITTING THE QUESTION OF

THE DIVISIBILITY OF APPELLANT'S CONTRACT OF EMPLOYMENT TO THE JURY.

Appellant submits that the question of whether or not a contract is divisible is a matter of law to be decided by the Court.

The question of interpretation of language and conduct -- the question of what is the meaning that should be given by a court to the words of a contract, is a question of fact, not a question of law There is no "legal" meaning separate and distinct from some person's meaning of fact. Corbin on Contracts, Section 554 at page 219 (1960).

We must bear in mind, however, that the question of fact is like any other question of fact in that it may be a question that should be answered by the judge rather than by the jury. Id. at pages 220-221.

In cases in which it is so answered, it is probable that the interpreting judge may say that the interpretation of language is a "question of law for the court." Id. at page 221.

If the words of an agreement, whether oral or written, are definite and undisputed, if there is no doubt as to the relevant surrounding circumstances, the interpretation of the words is ordinarily held to be a matter for the court. Id. at pages 224-225.

The Court has held the interpretation of contract to be primarily a question of law for the Court to decide. Pacific States Cast Iron Pipe Co. v. Harsh Utah Corporation, 5 Ut.2d 244, 300 P.2d 610 (1956).

The rule expressed by this Court has support from other jurisdictions. 17A CJS, Contracts, §616, p. 1242.

The rule that the construction or legal affect of a contract must be determined by the court as a question of law applies when the contract is clear, unambiguous and where there is no dispute as to the terms of the contract. 17A CJS, Contracts, §616, pp. 1241-1242.

Appellant submits that the language used in his contract of employment with Respondent was clear, unambiguous and should have been decided by the court as a matter of law.

POINT II

APPELLANT'S CONTRACT OF EMPLOYMENT IS DIVISIBLE
AS A MATTER OF LAW.

Appellant submits that his contract of employment with Respondent was divisible as a matter of law for the reason that one paragraph specifically states that Appellant was hired as a teacher and that his salary for the 1973-74 school year was \$7,814. A separate paragraph provides that: "Amounts for extra services will be added when definite assignments have been made."

Unfortunately, no formula has been devised which furnishes a test for determining in all cases which contracts are divisible and which are entire. 17 Am. Jur.2d, Contracts, §325. Hudson v. Wylie, 242 F.2d 435 (C.A. Cal.1957); Higgins v. Green Top Dairy Farms, 273 P.2d 399 (Idaho 1954).

Professor Williston states:

The distinguishing mark of a divisible contract is that it admits of apportionment of the consideration on either side so as to correspond to the unascertained consideration on the other side. Where such a purpose appears in the contract or is clearly deducible therefrom, it is allowed great significance in ascertaining the intention of the parties when there are no opposing signs. Where these latter are present it becomes a question of preponderance. 5 Williston on Contracts, §860 p.255 (3rd ed. 1963).

In Simmons v. California Institute of Technology, 34 C.2d 263, 209 P.2d 581 (1949), it was suggested that the test to determine the divisibility of a contract is, if the consideration is single, the contract is entire, but if the consideration is expressly or by necessary implication apportioned, the contract is severable. Accord 17 Am. Jur.2d, Contracts, §326.

In Pines of Islip v. Island Concrete Corp., 196 NYS2d 252 (1959) at page 255 the court concluded that where performance of one of the provisions of a contract was optional with the defendant, the contract was severable.

In Higgins v. Green Top Dairy Farms, supra, the court found a contract to purchase a dairy farm to be divisible on the ground that one of the contested provisions of the contract involved unliquidated claims.

It was not contemplated or provided by the contract that plaintiffs could arbitrarily fix an amount claimed to be due for merchandise and other items, and demand that payment be made within forty-eight hours. Id. at p. 405.

Following Appellant's return to school at the beginning of the 1973-74 school year, he was assigned to coach wrestling and football for which he was paid \$434.85 and \$260.91 respectively.

If the contract is severable where the part to be performed by one party consists of several distinct and separate items and the price to be paid by the other is apportioned to each item or is left to be implied by the law. 17 Am. Jur.2d, Contracts, §327..

Appellant submits that his contract of employment with Respondent was severable in that the only written provisions covered his employment as a teacher. The additional coaching and football assignments were made separately and were not included in the written contract. Each specific assignment was paid a separate sum. Furthermore, the written provisions of the contract made clear that Respondent had the sole authority to decide whether or not Appellant, who had already signed a written contract of employment with it, would be given additional assignments and additional compensation. Clearly, Respondent had no obligation to make any additional assignments or pay any additional compensation to Appellant pursuant to the terms of the contract.

Appellant could not have compelled Respondent to pay him any additional compensation for extra duties, nor could he have compelled Respondent to assign him coaching duties.

Appellant submits his duties as a coach were severable from his teaching duties for the reasons:

1. His salary as a teacher is clearly set out while his compensation for his coaching duties were not.

2. The compensation paid him for coaching is clearly identifiable and is separate from his coaching salary.

3. The written contract admits of apportionment of the consideration on either side so as to correspond to the unascertained (at the time of the contract's execution) consideration on the other. (Williston).

4. Whether or not performance of any additional assignments would be made to Appellant was optional with Respondent.

5. The amount to be paid Appellant was, at the time the contract was executed, discretionary (and possibly arbitrary) with Respondent.

POINT III

APPELLANT IS ENTITLED TO THE RELIEF DEMANDED FOR THE REASON THAT RESPONDENT BREACHED ITS CONTRACT WITH APPELLANT.

As Appellant did not resign his position as a teacher, but only his extra assignments as football and wrestling coach, he is entitled to damages for breach of contract in the sum of \$10,371.39 and for an order reinstating him as a teacher.

Respondent's Written Agreement was by reference incorporated into and made part of Appellant's contract of employment with Respondent. Sections 14-1-1 and 14-1-2 are fully set forth above. Those Sections state the procedures Respondent must follow in order to terminate a teacher employed by it. Appellant was and is entitled to have the contractual rights of Sections 14-1-1 and 14-1-2 of the Written Agreement enforced by this Court. Respondent concedes that it did not comply with the requirements of Sections 14-1-1 and 14-1-2 of its Written Agreement. Respondent's Answers to Appellant's Interrogatories R. 97, 99, 101 and 103 through 105. See also Exhibit 5.

POINT IV

THE UTAH ORDERLY SCHOOL TERMINATION PROCEDURES ACT GOVERNS IN THIS CASE.

A. AS APPELLANT DID NOT RESIGN HIS POSITION AS A TEACHER, HE IS ENTITLED TO THE PROTECTION OF THE UTAH ORDERLY SCHOOL TERMINATION PROCEDURES ACT.

Appellant submits that the argument set forth above with respect to Respondent's Written Agreement raise issues relevant to the Utah Orderly School Termination Procedures Act,

Sections 53-51-1 et seq., Utah Code Annotated (Supp. 1975), hereinafter "Termination Act." Specifically, Sections 14-1-1 and 14-1-2 of the Written Agreement which set forth a procedure for giving notice and authorizing a hearing on the request of the teacher, bring Appellant within the protection of the Termination Act.

The relevant subsections of Section 53-51-5 of the Termination Act provide that a school district shall adopt an orderly dismissal procedure which must provide:

- (1) Right to a fair hearing.
- (2) If the district intends not to renew (the) contract of employment of an individual entitled to employment in succeeding years according to district personnel program, notice of such intention shall be given the individual. Said notice shall be issued at least two months before the end of the contract term of the individual, e.g., the school year. The notice in writing shall be served by personal delivery or by certified mail addressed to the individual's last known address. The notice shall be dated and contain a clear and concise statement that the individual's contract will not be renewed for an ensuing term and the reasons for the termination.
- (3) In the absence of timely notice, a subparagraph (2) employee is deemed to be re-employed for the succeeding contract term with a salary based upon the salary schedule applicable to the class of employee into which the individual falls. This provision shall not be construed to preclude the dismissal of an employee during his contract term for cause.

(4) At least one month prior to issuing notice of intent not to renew the contract of the individual, he shall be informed of the fact that continued employment is in question and the reasons therefor and given an opportunity to correct the defects which precipitated possible nonrenewal. The individual may be granted assistance in his efforts to make correction of the deficiencies which may include informal conferences and the services of applicable school personnel within the district.

(5) A written statement of causes (a) pursuant to which the contract of individuals may not be renewed, (b) pursuant to which the contract of each class of personnel may not be renewed, and (c) pursuant to which the contract of individuals may be otherwise terminated during the contract term.

Section 53-51-6 of the Termination Act provides:

At all hearings, after due notice and on demand of the educator, he may be represented by counsel, produce witnesses, hear the testimony against him and cross-examine witnesses and examine documentary evidence. Hearings may be held before the board or the board may establish a procedure whereby hearing is before examiners selected pursuant to section 53-51-7.

Respondent concedes that it did not comply with the requirements of the above cited requirements of the Termination Act. Respondent's Answers to Appellant's Interrogatories R. 97, 99, 101 and 103 through 105. See also Exhibit 5.

Appellant submits that the purpose of the Termination Act is remedial. As such, it should be liberally construed of effect the conduct sought to be corrected. 73 Am. Jur.2d, Statutes, §278.

As Respondent did not comply with the provisions of the Termination Act, Appellant is entitled to his loss of salary and to reinstatement by Respondent.

Subsections (2), (3), (4) and (5) of Section 53-51-5 of the Termination Act contemplate that teachers whose performance is unsatisfactory should be given notice of such finding for the purpose of enabling the teacher to take steps to correct the teacher's deficiency.

In the present case, the deficiency would be Appellant's resignation of his duties as a coach. Pursuant to the Termination Act, the Respondent, upon receiving Appellant's letter resigning his position as a coach but not as a teacher, should have complied with the requirements of the Termination Act including a written notice advising Appellant that if he persisted in refusing to render services as a coach, he would also be terminated as a teacher.

B. EVEN IF APPELLANT'S CONTRACT OF EMPLOYMENT IS NOT DIVISIBLE, HE IS ENTITLED TO PROTECTION UNDER THE UTAH ORDERLY SCHOOL TERMINATION PROCEDURES ACT.

Appellant submits that the Termination Act applies in this case whether or not his contract of employment is divisible.

The clear intent of Appellant's letter resigning his duties as a coach but not as a teacher, was to resign only his coaching duties. The jury so found in its Answers to the Special Interrogatories submitted to it.

Even if Appellant's contract is not divisible, it is clear that his letter of resignation of January 8, 1974 was for the purpose of resigning only his coaching duties. The intent of the Utah Orderly School Termination Procedures Act is to require school districts to warn teachers that a course of conduct, if not corrected, will result in their termination.

Subsection 53-51-5(2), set forth above, provides that the district must in writing notify any teacher whose job security is protected by the Act, of the district's intention not to renew the contract of employment.

Subsection 53-51-5(4) provides:

At least one month prior to issuing notice of intent not to renew the contract of the individual he shall be informed of the fact that continued employment is in question and the reasons therefore and given an opportunity to correct the defects which precipitated possible nonrenewal.

It is conceded by Respondent that it did not comply with subsection 53-51-5(4). It did not notify Appellant that his resignation of his coaching duties placed his continued employment in question nor did it give Appellant an opportunity to correct the defect which precipitated the nonrenewal of his employment.

Accordingly, Appellant is entitled to be awarded damages for loss of salary in the sum of \$10,371.39 and for an order reinstating him as a teacher.

CONCLUSIONS

1. The terms and provisions of Appellant's contract of employment with Respondent are clear and unambiguous. Accordingly, the question of divisibility of the contract is for the Court to decide as a matter of law.

2. As a matter of law, Appellant's contract of employment with Respondent is divisible for the reason that:

a. His salary as a teacher is clearly set out while his compensation for his coaching duties were not.

b. The compensation paid him for coaching is clearly identifiable and is separate from his coaching salary.

c. The written contract admits of apportionment of the consideration on either side so as to correspond to the unascertained (at the time of the contract's execution) consideration on the other.

d. Whether or not performance of any additional assignments would be made to Appellant was optional with Respondent.

e. The amount to be paid Appellant was, at the time the contract was executed, discretionary (and possibly arbitrary) with Respondent.

3. As Appellant did not resign his position as a teacher, he is entitled to be compensated for his damages arising from Respondent's breach of its contract with Appellant and for an order of the Court reinstating Appellant.

4. Respondent's Written Agreement created in Appellant certain job security rights which could only be terminated by Respondent following the requirements of the Utah Orderly School Termination Procedures Act. As Respondent did not comply with the requirements of the Act with respect to Appellant's termination as a school teacher, Appellant is entitled to his lost salary in the sum of \$10,371.39 and to an order reinstating him as a teacher.

5. Appellant was entitled to notice that his resignation as a coach but not as a teacher would be grounds for terminating his services as a coach pursuant to subsection 51-53-5(4). Having failed to comply with that requirement of the Act, Appellant is entitled to damages and reinstatement.

Based on the foregoing, Appellant is entitled to a judgment against the Respondent in the sum of \$10,371.39 and for an order of the Court reinstating him as a teacher with the Respondent at a salary together with such benefits as he would have received had he remained employed with Respondent.

Respectfully submitted,



MICHAEL T. MCCOY
414 Walker Bank Building
Salt Lake City, Utah 84111
Attorney for Plaintiff-Appellant

APPELLANT'S EXHIBIT 1

Lee R. Brown
Morgan, Utah

Dear Lee:

We are pleased that negotiations have been completed by the committee representing the teachers and the Morgan School District. These negotiations were carried on with a good feeling and desire to reach a solution that would be equitable for everyone. Since they are now completed and since all of the teachers are included in the master contract, we feel the following information will be sufficient to complete agreements between each teacher and the school district.

Contract period will be 185 days.

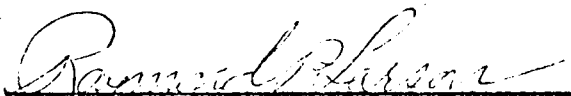
Your salary according to the basic schedule will be \$ 7,814

Amounts for extra services will be added when definite assignments have been made.

School calendar will be 180 days as shown on enclosure.

We would appreciate it if you would sign one copy and return to the District Office.

If you have any questions please contact us.


(Superintendent's Signature)


(Teacher's Signature)

6-18-73
(Date)

June 18 1973
(Date)

P EXHIBIT 1
2nd District Court, Utah

CASE 158 DATE 10-23-75

NO.	11
WITNESS	1/25/74
DATE	1/25/74
REPORTER	LINDA VAN TASSEL

January 8, 1974

Mr. Jerry Peterson, Principal
Mr. Raymond Larson, Superintendent
Morgan County School Board of Education
Morgan, Utah 84050

Gentlemen:

This letter is a formal resignation on my part from the coaching staff at Morgan High School.

I am not resigning as a teacher and I will continue to try and uphold the high academic standards which you have set.

I no longer feel that my presence in the athletic program would be beneficial to anyone involved in the program. My personal and professional opinions and priorities are drastically different from the opinions and priorities which the District's athletic program is now being run on. There is also the problem of financial security, which is my personal problem. Coaching in this school district has been a problem of financial loss instead of gain--especially during this last year.

I cite the following examples:

1. Trips to Ogden to straighten out equipment orders or pick up last minute supplies.
2. Using my car to take kids home to Croyden, Milton or the Highlands because the practice ran longer than the one hour and fifteen minutes we are presently on, or because it is a Saturday practice or Holiday practice.
3. I lost an opportunity to pick up 7½ hours of college credit worth about \$200 because I was coaching. I need 6 credit hours to get to the B.S. plus 30 lane on the salary schedule which will raise my salary \$300. It will cost me an additional \$200 travel to go to the University of Utah to receive this credit.

These expenses may seem insignificant but when you compare them with my coaching salary: \$175 net for football + \$350 net for wrestling = \$525 net for coaching.

I feel it cost me \$275 out of my pocket, which only gets \$7814 this year GROSS income from teaching.

I feel that to be a good coach, you have to sacrifice everything of yourself and your athletes. However, I no longer feel like I have anything to sacrifice.

Mr. Jerry Peterson, Principal & Others

Page 2

January 8, 1974

Please consider this resignation effective at the conclusion of the Morgan High School Wrestling Season.

Sincerely,

A handwritten signature in cursive script that reads "Lee R. Brown". The signature is fluid and elegant, with a long horizontal flourish extending to the right.

Lee R. Brown

RAYMOND P. LARSON
SUPERINTENDENT

BOARD OF EDUCATION
MORGAN COUNTY SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

PHONE 829-3411
240 EAST YOUNG STREET

MORGAN, UTAH
84050

January 17, 1974

Lee Brown
RFID
Morgan, Utah 84050

Dear Lee:

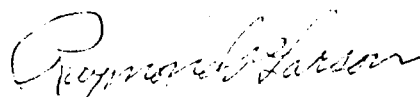
I presented your letter concerning your position as a coach and teacher in the Morgan School District to the Board of Education at their regular meeting, held January 14, 1974.

They would like me to express their appreciation to you for the services you have rendered during the years you have been employed in the Morgan District. They regret the differences you have expressed, as to your feelings and the District program as it is being operated. They hereby accept your resignation as a member of the coaching staff of Morgan High School for the reasons which you have stated.

However, since you were hired as a coach and teacher, and since it will be necessary to employ someone to replace you as a coach, it will also necessitate this person being employed to replace you as a teacher; therefore, the Board wishes me to instruct you that your services as a teacher would also be terminated at the close of the 1973-74 school year.

This action and understanding will permit the administration to begin interviewing someone to replace you both as coach and teacher.

Sincerely,



Raymond P. Larson,
Superintendent

RPL:pp

cc: Jerry Peterson
Board Members

EXHIBIT 2
2nd District Court, Utah
CASE 1587 DATE 10-23-75

EXHIBIT "A"

A. M. FIDRO
TTON AT AN
414 REF ONE CEDING
SALT ARE V. I. AIR MAIL

P15 EXHIBIT 9

2nd District Court, Utah

March 22, 1974

CASE 1582 DATE 10-23-73

Board of Education
Morgan County School District
240 East Young Street
Morgan, Utah 84050

ATTN: MR. RAYMOND P. LARSON, SUPERINTENDENT

SUBJECT: REQUEST FOR HEARING - LEE BROWN - NONRENEWAL
OF CONTRACT

Gentlemen:

rs

ie

Morgan County School District
March 22, 1974
Page 2

This letter is written to you by me as attorney for Lee Brown. In his behalf, I hereby make request for a hearing upon the matter of the intention of the Board not to renew the contract of employment of Lee Brown.

It is hereby requested that the hearing be conducted before one or more examiners as contemplated by Sections 53-51-6 and 53-51-7 of the Code.

It is further requested that the Board provide Mr. Lee Brown with:

- a. A statement of the causes pursuant to which it is intended not to renew his contract of employment, and
- b. Notification as to the time and place at which the hearing will be held.

LAW OFFICES
KING & KING
751 EAST 200 SOUTH
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CLEARFIELD, UTAH 84015

WILLIAM H. KING
FELSHAW KING

April 5, 1974

TELEPHONE
(801) 828-2202

A. M. Ferro, Esquire
Attorney at Law
Walker Bank Building
Salt Lake City, Utah 84111

Re: Our Client: Morgan County School District
Your Client: Lee Brown

Dear Mr. Ferro:

We are replying to your letter of March 22, 1974, addressed to the attention of Mr. Raymond P. Larson, Superintendent of Schools of Morgan County School District, as follows:

It is the position of the Morgan County School District that Mr. Brown resigned his position as a teacher by letter of January 8, 1974, a copy of which we presume you have in your possession. Accordingly, the provisions of the Utah Orderly School Termination Procedures Act are not pertinent and there is no necessity for a hearing in connection with this matter.

If you have any questions concerning this matter, please contact us at your convenience.

Thank you very much.

Very truly yours,

KING & KING

Felshaw King

FK:smg

P EXHIBIT 8
2nd District Court, Utah

CASE 87 DATE 10-23-75

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